

<i>SERFF Tracking Number:</i>	<i>TRVE-125931414</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>St. Paul Fire and Marine Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-11-0084</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors &amp; Officers Liability</i>
<i>Product Name:</i>	<i>Broad Form Plus+ D&amp;O Enhancement Form Filing 2008-11-0084</i>		
<i>Project Name/Number:</i>	<i>Broad Form Plus+ D&amp;O Enhancement Form Filing 2008-11-0084/2008-11-0084</i>		

## Filing at a Glance

Company: St. Paul Fire and Marine Insurance Company

Product Name: Broad Form Plus+ D&O      SERFF Tr Num: TRVE-125931414      State: Arkansas

Enhancement Form Filing 2008-11-0084

TOI: 17.0 Other Liability-Occ/Claims Made      SERFF Status: Closed      State Tr Num: EFT \$50

Sub-TOI: 17.0006 Directors & Officers Liability      Co Tr Num: 2008-11-0084      State Status: Fees verified and received

Filing Type: Form      Co Status:      Reviewer(s): Betty Montesi, Edith Roberts

Authors: Socorro Armstrong,      Disposition Date: 12/09/2008

Theresa Lavenburg, Michelle Smith

Cotto, Sonia Worrell, Timothy

Bengston, Celina Caez

Date Submitted: 12/05/2008      Disposition Status: Approved

Effective Date Requested (New): 01/04/2009      Effective Date (New):

Effective Date Requested (Renewal): 01/04/2009      Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Broad Form Plus+ D&O Enhancement Form Filing 2008- Status of Filing in Domicile: 11-0084

Project Number: 2008-11-0084

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/09/2008

State Status Changed: 12/09/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our current Broad Form Plus+ Directors and Officers program, which was approved by your department under our company filing number 2004-06-0001.

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This filing includes three endorsements for general use with our Broad Form Plus program policy, DB001 Ed. 05-04. The forms broaden coverage and will be offered to all Public Company Liability insured's and issued at the insured's option. We have expanded our definitions as well as the terms and coverage's of the policy.

There is no rating impact as a result of this filing.

## Company and Contact

### Filing Contact Information

Michelle Smith Cotto, Regulatory Analyst	MSMITHCO@travelers.com
One Tower Square	(860) 277-2345 [Phone]
Hartford, CT 06183	(860) 235-4951[FAX]

### Filing Company Information

St. Paul Fire and Marine Insurance Company	CoCode: 24767	State of Domicile: Minnesota
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-4045 ext. [Phone]	FEIN Number: 41-0406690	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
St. Paul Fire and Marine Insurance Company	\$50.00	12/05/2008	24348659

*SERFF Tracking Number:* TRVE-125931414 *State:* Arkansas  
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*Project Name/Number:* Broad Form Plus+ D&O Enhancement Form Filing 2008-11-0084/2008-11-0084

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Edith Roberts	12/09/2008	12/09/2008

*SERFF Tracking Number:*      *TRVE-125931414*                      *State:*                      *Arkansas*  
*Filing Company:*              *St. Paul Fire and Marine Insurance Company*      *State Tracking Number:*              *EFT \$50*  
*Company Tracking Number:*      *2008-11-0084*  
*TOI:*                      *17.0 Other Liability-Occ/Claims Made*                      *Sub-TOI:*                      *17.0006 Directors & Officers Liability*  
*Product Name:*                      *Broad Form Plus+ D&O Enhancement Form Filing 2008-11-0084*  
*Project Name/Number:*              *Broad Form Plus+ D&O Enhancement Form Filing 2008-11-0084/2008-11-0084*

## **Disposition**

Disposition Date: 12/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125931414 State: Arkansas

Filing Company: St. Paul Fire and Marine Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 2008-11-0084

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Broad Form Plus+ D&O Enhancement Form Filing 2008-11-0084

Project Name/Number: Broad Form Plus+ D&O Enhancement Form Filing 2008-11-0084/2008-11-0084

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	BROAD FORM PLUS+ ENDORSEMENT	Approved	Yes
Form	BROAD FORM PLUS+ IDENTITY	Approved	Yes
	FRAUD EXPENSE REIMBURSEMENT		
	COVERAGE ENDORSEMENT		
Form	BROAD FORM PLUS+ ENDORSEMENT	Approved	Yes

SERFF Tracking Number: TRVE-125931414 State: Arkansas

Filing Company: St. Paul Fire and Marine Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 2008-11-0084

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Broad Form Plus+ D&O Enhancement Form Filing 2008-11-0084

Project Name/Number: Broad Form Plus+ D&O Enhancement Form Filing 2008-11-0084/2008-11-0084

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	BROAD FORM PLUS+ ENDORSEMENT	DB150	Ed. 11-08	Endorsement/Amendment/Conditions		0.00	DB150.pdf
Approved	BROAD FORM PLUS+ IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE ENDORSEMENT	DB155	Ed. 11-08	Endorsement/Amendment/Conditions		0.00	DB155.pdf
Approved	BROAD FORM PLUS+ ENDORSEMENT	DB160	Ed. 11-08	Endorsement/Amendment/Conditions		0.00	DB160.pdf

The following spaces preceded by an (\*) need not be completed if this endorsement or rider and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	DATE ENDORSEMENT OR RIDER EXECUTED	* EFFECTIVE DATE OF ENDORSEMENT OR RIDER 12:01 A.M. LOCAL TIME AS SPECIFIED IN THE POLICY
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\* ISSUED TO

**BROAD FORM PLUS+ ENDORSEMENT**  
**(for use with DB001 Ed. 05-04)**  
**DB150 Ed. 11-08**

**It is agreed that:**

1. The following replaces ITEMS 3. and 7. of the Declarations:

ITEM 3. **DIRECTOR AND OFFICER LIABILITY COVERAGE AND OUTSIDE DIRECTORSHIP LIABILITY COVERAGE LIMIT OF LIABILITY** (inclusive of **Defense Expenses**):

\$ maximum aggregate limit of liability for all **Claims** under the **DIRECTOR AND OFFICER LIABILITY COVERAGE** and the **OUTSIDE DIRECTORSHIP LIABILITY COVERAGE**.

**SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE LIMIT OF LIABILITY** (inclusive of **Defense Expenses**):

\$ 1,000,000 maximum aggregate limit of liability for all **Claims** under the **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE**.

ITEM 7. **ALL NOTICES MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILIE, OR MAIL AS SET FORTH BELOW:**

Email: [pro.e&o.claim.reporting@travelers.com](mailto:pro.e&o.claim.reporting@travelers.com)

FAX: (888) 460-6622

Mail: Travelers Bond & Financial Products  
Attn: Claim Department  
385 Washington St. – MC 9275-NB08F  
St. Paul, MN 55102

2. The following is added to the Declarations:

ITEM 11. **UNDERLYING INSURANCE SCHEDULE:**

	<u>Underlying Insurer</u>	<u>Policy Number</u>	<u>Limit of Liability</u>
(A) Primary Policy:	<enter underlying insurer>	<enter policy number>	<enter limit of liability>
(B) Other Underlying Insurance:	<enter underlying insurer>	<enter policy number>	<enter limit of liability>
	<enter underlying insurer>	<enter policy number>	<enter limit of liability>
	<enter underlying insurer>	<enter policy number>	<enter limit of liability>
	<enter underlying insurer>	<enter policy number>	<enter limit of liability>

	<enter insurer> underlying	<enter policy number>	<enter limit of liability>
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(C) Total Amount of Underlying Limit of Liability \$ plus any applicable retentions or deductibles.



It is further agreed that:

3. The following is added to section **I. INSURING AGREEMENTS** of the Policy:

**SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE.**

The Company will pay on behalf of any **Independent Director Loss** resulting from **Claims** first made during the **Policy Period** for **Wrongful Acts** by an **Independent Director** in his or her capacity as such, except to the extent that such **Loss** is paid by any other insurance or as indemnification from any source.

However, the Director and Officer Liability Coverage and Outside Directorship Liability Coverage Limit of Liability set forth in ITEM 3. of the Declarations must be completely exhausted by payment of **Loss** before the Company will have any obligation to pay for **Loss** under this **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE** section. Further, this **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE** is specifically excess of any valid and collectible other insurance or indemnification available to the **Independent Director**, including any valid and collectible insurance or indemnification excess of the **DIRECTOR AND OFFICER LIABILITY COVERAGE** and **OUTSIDE DIRECTORSHIP LIABILITY COVERAGE**.

If the amount of covered **Loss** which is otherwise due and owing by the Company under this Policy is subject to both the then-remaining Director and Officer Liability Coverage and Outside Directorship Liability Coverage Limit of Liability set forth in ITEM 3. of the Declarations and the Supplemental Independent Director Liability Coverage Limit of Liability set forth in ITEM 3 of the Declarations, and if such **Loss** is incurred by both **Independent Directors** and other **Insured Persons**, then such **Loss** will be allocated to and paid by the Company under such respective limits of liability in whatever portions will maximize the total amount of such **Loss** being paid under this Policy.

**APPLICATION OF UNDERLYING INSURANCE.**

- A. The Company shall pay **Loss** covered pursuant to the **DIRECTOR AND OFFICER LIABILITY COVERAGE**, **OUTSIDE DIRECTORSHIP LIABILITY COVERAGE** and **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE** when:

1. the limits of all **Underlying Insurance** have been completely exhausted;
2. any insurer of **Underlying Insurance** wrongfully refuses to provide indemnification under the terms, conditions, and limitations of such **Underlying Insurance**;
3. any insurer of **Underlying Insurance** is financially unable to provide indemnification;
4. any insurer of **Underlying Insurance** is not liable to provide indemnification under the terms, conditions, and limitations of such **Underlying Insurance**; or
5. any insurer of **Underlying Insurance** purports to rescind such **Underlying Insurance**, or has been held, by a court of competent jurisdiction, entitled to rescind such **Underlying Insurance**.

- B. In the event that indemnification would have been provided to any **Insured Person** under the **Underlying Insurance**, but the **Underlying Insurance** has been completely exhausted, or only partial indemnification has been provided to such **Insured Person** by the **Underlying Insurance**, then:

1. the Company will pay covered **Loss** in excess of any retention and co-insurance amounts under such **Underlying Insurance** in an amount not to exceed the Limit of Liability of this Policy; and
2. this Policy's terms, conditions, or limitations will be amended to follow form of any terms, conditions, and limitations of the **Primary Policy** in effect as of the Inception Date set forth ITEM 2.(a) of the Declarations (or as otherwise agreed to by the Company in writing) that are more favorable to such **Insured Person**; provided, the following sections of this Policy will not be amended to follow form to any term, condition, or limitation of the **Primary Policy**: (a.) ITEMS 1., 2., 3., 4., 7., 8., 9., and 11. of the Declarations; (b.) section **I. INSURING AGREEMENTS**; (c.) section **II. DEFINITIONS**, D. "**Insured Person**"; (d.) section **III. EXCLUSIONS**, B., 2.; (e.) section **IV. OTHER INSURANCE AND INDEMNIFICATION**; (f.) section **V. LIMIT OF LIABILITY**; (g.) section **VI. DEFENSE AND SETTLEMENT**; (h.) section **VII. REPORTING OF POTENTIAL CLAIMS**; (i.) section **XII. CONDITIONS**, A. **Insured Person's Duties**; (j.) section **XII.**

**CONDITIONS**, D. **Changes**; and (k.) any other term, condition, or limitation added to this Policy by an endorsement (other than in this endorsement).

#### **APPLICATION OF OTHER INSURANCE AND INDEMNIFICATION.**

The Company will pay on behalf of any **Insured Person Loss** covered pursuant to the **DIRECTOR AND OFFICER LIABILITY COVERAGE**, **OUTSIDE DIRECTORSHIP LIABILITY COVERAGE** or **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE** that is not paid by other insurance or as indemnification from any other source available to the **Insured Person** within 60 days after such **Insured Person** first made a written request for payment to the source of such other insurance or indemnification.

4. The following replaces section **II. DEFINITIONS**, A. "**Application**", B. "**Claim**", C. "**Defense Expenses**", D. "**Insured Person**", E. "**Loss**", F. "**Organization**", H. "**Outside Position**", and L. "**Wrongful Act**" of the Policy:

A. "**Application**" means the application attached to, and incorporated into this Policy, including any materials submitted and public information created within 12 months prior to the Inception Date set forth in ITEM 2.,(a) of the Declarations by or on behalf of the **Organization**.

B. "**Claim**" means:

1. a written demand against any **Insured Person** for monetary damages or non-monetary relief, including injunctive relief;
2. a civil proceeding against any **Insured Person** commenced by service of a complaint, arbitration petition, or similar pleading;
3. a criminal proceeding against any **Insured Person** commenced by:
  - a. a filing of charges;
  - b. the return of an indictment; or
  - c. a formal written notice identifying such **Insured Person** as the target of a grand jury investigation;
4. a formal civil administrative or civil regulatory proceeding or civil investigation against any **Insured Person**, commenced by the receipt of a:
  - a. notice of filed charges, formal investigative order, or similar document;
  - b. formal written notice identifying such **Insured Person** as a target of an investigatory authority; or
  - c. Wells Notice from the SEC that it may commence an enforcement action against such **Insured Person**;
5. service of a subpoena on any **Insured Person** identified by name if served upon such person pursuant to an SEC formal investigative order;
6. a formal request for **Extradition**, including the execution of an arrest warrant where such execution is an element of **Extradition**; or
7. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding against any **Insured Person**,

for a **Wrongful Act**.

A **Claim** shall be deemed to have been made on the date of service upon or receipt of notice by any **Insured Person**, whichever occurs earlier.

All **Related Claims** are a single **Claim** for purposes of this Policy, and all **Related Claims** shall be deemed to have been made at the time the first of such **Related Claims** was made, whether prior to or during the **Policy Period**.

C. **“Defense Expenses”** means reasonable costs, charges, fees (including attorneys’, experts’, mediators’, or arbitrators’ fees), and expenses, including **Extradition Expenses**, incurred in defending a **Claim**, and the premium for appeal, attachment, or similar bonds. **Defense Expenses** does not include any regular or overtime wages, salaries, or fees of any directors, officers, or employees of the **Organization** or an **Outside Entity**.

D. **“Insured Person”** means:

1. if ITEM 1.,A. of the Declarations is checked:
  - a. any past, present, or future director, officer, or member of the board of managers of the **Organization**;
  - b. the functional equivalent of a director, or officer of the **Organization** serving in such capacity outside of the United States;
  - c. any past, present, or future general counsel or risk manager of the **Organization** serving in such capacity; and
  - d. the functional equivalent of a general counsel or risk manager of the **Organization** serving in such capacity outside of the United States;
2. if ITEM 1.,B. of the Declarations is checked, the individual(s) scheduled in ITEM 1.,B., but only for his or her service as a director of the applicable **Organization** also scheduled in ITEM 1.,B.; and
3. the lawful spouse or **Domestic Partner** of any **Insured Person** in 1. or 2. above, but solely for a **Wrongful Act** by such **Insured Person**.

In the event of the death, incapacity, or bankruptcy of any **Insured Person**, a **Claim** against the estate, heirs, legal representatives, or assigns of such individual for a **Wrongful Act** by such individual shall be considered a **Claim** against the **Insured Person**.

E. **“Loss”** means any amount, including **Defense Expenses**, that any **Insured Person** is obligated to pay as a result of a **Claim**, including:

1. pre-judgment and post-judgment interest; or
2. punitive, exemplary, or multiplied damages if insurable under the applicable law most favorable to the insurability of such damages.

**Loss** shall not include:

1. matters that are uninsurable under applicable law;
2. taxes, fines, or penalties; regardless of the nature of the conduct or action that is the basis for the imposition of any such taxes, fines, or penalties; provided, **Loss** includes:
  - a. civil penalties assessed against any **Insured Person** pursuant to section (2)(g)(2)(B) of the Foreign Corrupt Practices Act of 1977, as amended;
  - b. civil penalties assessed against any **Insured Person** pursuant to section 308 of the Sarbanes-Oxley Act of 2002, as amended; or
  - c. amounts payable, including taxes, by any **Insured Person** pursuant to Canadian federal, provincial, or territorial law imposing liability upon them in their capacity as such where the **Organization** has failed to deduct, withhold, or remit such amounts as required by law and is financially unable to do so; or
3. any amount that constitutes disgorgement or other loss that is uninsurable under the law pursuant to which this Policy is construed; provided, the Company will not assert that any amount of a judgment or settlement in a **Claim** for a violation of section 11 or section 12 of the Securities Act of 1933, as amended, including **Defense Costs** attributable to such **Claim**, constitutes disgorgement or other uninsurable loss.

F. **“Organization”** means:

1. the entity set forth in ITEM 1.,A. of the Declarations and any **Subsidiary**; or
2. the entity(ies) set forth in ITEM 1.,B. of the Declarations,

including any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

H. **“Outside Position”** means service by any **Insured Person** in any capacity with:

1. a non-profit **Outside Entity** but only during such time that such service is with the knowledge and consent of the **Organization**; or
2. a for-profit **Outside Entity** but only if the **Organization** agrees in writing when such service begins to indemnify such **Insured Person** to the fullest extent permitted by law for **Wrongful Acts** committed in such capacity.

L. **“Wrongful Act”** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement, neglect, breach of duty, or **Wrongful Employment Practice** by any **Insured Person** in his or her capacity as such;
2. if ITEM 1.,A. of the Declarations is checked, any actual or alleged act, error, omission, misstatement, misleading statement, neglect, breach of duty, or **Wrongful Employment Practice** by any **Insured Person** in his or her **Outside Position**; or
3. any matter asserted against any **Insured Person** solely by reason of his or her status as such.

5. The following are added to section II. **DEFINITIONS** of the Policy:

**“Domestic Partner”** means any natural person who qualifies as a domestic partner, or party to a civil union, under the provisions of any applicable federal, state, local, or foreign law or statute, or under the provisions of any formal program established by the **Organization**.

**“Extradition”** means a formal process by which any **Insured Person** located in any country is surrendered to any other country to answer any criminal accusation based upon or arising out of an actual or alleged **Wrongful Act**.

**“Extradition Expenses”** means the reasonable costs, charges, fees (including attorneys’ and experts’ fees), and expenses incurred by any **Insured Person** in lawfully opposing, challenging, resisting, or defending against any request for, or any effort to obtain, the **Extradition** of such **Insured Person**.

**“Independent Director”** means any **Insured Person** who is a “Non-Employee Director” of the **Organization** as such term is defined in rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended; provided, the term “issuer” as referenced in such rule is deemed to refer to the **Organization**.

**“Primary Policy”** means the insurance policy set forth in ITEM 11.,(A) of the Declarations.

**“Underlying Insurance”** means the insurance policies set forth in ITEM 11 of the Declarations.

6. The following replaces section III. **EXCLUSIONS**, A. of the Policy:

A. Except for **Defense Expenses**, the Company shall not pay **Loss** in connection with any **Claim**:

1. by or on behalf of:
  - a. the **Organization**; or
  - b. an **Outside Entity** against any **Insured Person** for a **Wrongful Act** in an **Outside Position**;

provided, this exclusion shall not apply to:

- i. any **Claim** in the form of a derivative action by a security holder of the **Organization**, or an **Outside Entity**;
  - ii. any **Claim** in a bankruptcy proceeding brought or maintained by an examiner, trustee, receiver, liquidator, or rehabilitator, or any similar official, of the **Organization**; or
  - iii. any **Claim**, as defined under section **II. DEFINITIONS, B. Claim** 2. through 4., that is brought and maintained outside of the United States (including any United States territory or possession), Canada, the United Kingdom, Australia, and any other jurisdiction governed by a common law legal system;
2. brought about or contributed to by any dishonest act, deliberately fraudulent act or omission, any criminal act or omission, or any willful violation of any statute, rule or law by any **Insured Person**, or by any **Insured Person** gaining any personal profit, remuneration, or advantage to which he or she was not legally entitled; provided, this exclusion shall not apply:
- a. unless a final adjudication in any underlying action establishes that such **Insured Person** committed such dishonest act, deliberately fraudulent act or omission, criminal act or omission or willful violation of any statute, rule or law, or gained such personal profit, remuneration, or advantage to which he or she was not legally entitled;
  - b. to any **Claim** for a **Wrongful Employment Practice** alleging a willful violation of any statute, rule or law;
  - c. to any **Claim** for a violation of Section 11 or Section 12 of the Securities Act of 1933, as amended; or
  - d. to any **Claim** against an **Independent Director**.

7. The following replaces section **III. EXCLUSIONS, B. 1.** of the Policy:

B. The Company shall not pay **Loss**, including **Defense Expenses**, in connection with any **Claim**:

1. for bodily injury, sickness, disease or death of any person, or for damage to, destruction of or loss of use of any tangible property; provided, this exclusion shall not apply:
  - a. to any **Claim** brought and maintained by one or more security holders of the **Organization** or an **Outside Entity**, in their capacity as such, including any **Claim** that is a derivative action by a security holder of the **Organization** or an **Outside Entity**;
  - b. to that portion of a **Claim** for a **Wrongful Employment Practice** seeking emotional distress, mental anguish, libel, slander, defamation of character or violation of a natural person's right of privacy;
  - c. to any **Claim** for the actual or alleged discharge, dispersal, release, or escape of any solid, liquid, gaseous, thermal irritant, contaminant, or other pollutant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste; or
  - d. to any **Claim** against an **Independent Director**;

8. The following replaces section **IV. OTHER INSURANCE AND INDEMNIFICATION** of the Policy:

The **Insured Person(s)** and the Company agree that all coverage under this Policy is excess over, and will not contribute with:

- A. all other valid and collectible insurance, including the **Underlying Insurance**, whether such insurance is stated to be primary, contributing, excess, contingent, or otherwise; provided, this Policy shall not be subject to the terms, conditions, and limitations of any other insurance except as stated in section **I. INSURING AGREEMENTS, APPLICATION OF UNDERLYING INSURANCE**; and
- B. all indemnification to which any **Insured Person** may be entitled from any source, including the

**Organization or any Outside Entity;**

and the premium for this Policy has been calculated accordingly.

9. The following is added to section **V. LIMIT OF LIABILITY** of the Policy:

The Company's maximum limit of liability under the **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE** section for all **Loss** for all **Claims** first made during the **Policy Period** is the Supplemental Independent Director Liability Coverage Limit of Liability set forth in ITEM 3. of the Declarations. Such Supplemental Independent Director Liability Coverage Limit of Liability is in addition to, and excess of, the Director and Officer Liability Coverage and Outside Directorship Liability Coverage Limit of Liability under this Policy.

10. The following replaces section **VII. REPORTING OF POTENTIAL CLAIMS** of the Policy:

- A. If, during the **Policy Period**, or any applicable Extended Reporting Period or Run-Off Extended Reporting Period, any **Insured Person**:

1. becomes aware of any circumstance that could give rise to a **Claim** for a **Wrongful Act** occurring before or during the **Policy Period**; and
2. gives written notice of such circumstance, and the other information referenced in this section **VII. REPORTING OF POTENTIAL CLAIMS**, B., to the Company during the **Policy Period** or any Extended Reporting Period or Run-Off Extended Reporting Period,

then any **Claim** subsequently made arising from such circumstance will be considered made during the **Policy Period** or any applicable Extended Reporting Period or Run-Off Extended Reporting Period.

- B. As a condition precedent to exercising rights under this section, the **Insured Person** must:

1. include within any notice of circumstance a description of the potential **Claim** or circumstance, the nature of the **Wrongful Act**, the nature of the alleged or potential damage, the names of the actual or potential claimants and **Insured Persons** involved, and a description of how the **Insured Person** first became aware of such potential **Claim** or circumstance; and
2. give to the Company such other information and cooperation as the Company may reasonably request.

11. The following replaces section **IX. CHANGES IN EXPOSURE**, A. and B. of the Policy:

- A. If, during the **Policy Period**, any of the following occurs:

1. the acquisition of the entity set forth in ITEM 1.,A. of the Declarations or of all or substantially all of its assets by another entity, or the merger or consolidation of the entity set forth in ITEM 1.,A. of the Declarations into or with another entity such that the entity set forth in ITEM 1.,A. of the Declarations is not the surviving entity; or
2. any transaction or event as a result of which any person, entity, or affiliated group of persons or entities acquires or obtains record or beneficial ownership or control of 50% or more of the outstanding securities representing the right to vote for the election of the directors or members of the board of managers of the entity set forth in ITEM 1.,A. of the Declarations;

coverage under this Policy shall continue with respect to **Claims** for **Wrongful Acts** committed before such change in exposure, and coverage shall cease with respect to **Claims** for **Wrongful Acts** committed after such change in exposure. After any such change in exposure, the Policy may not be cancelled, and the entire premium for the Policy shall be deemed fully earned.

However, this section **IX. CHANGES IN EXPOSURE** will not apply solely to the entity set forth in ITEM 1.,A. of the Declarations becoming a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

- B. Upon the occurrence of any change in exposure, the **Insured Person** scheduled in Item 8. of the Declarations shall have the right, upon payment of the additional premium as calculated pursuant to Item 5. of the Declarations, to the period of time set forth in Item 5. of the Declarations, following the effective date of such change in exposure ("the Run-Off Extended Reporting Period") in which to give the Company written notice of **Claims** first made during the Run-Off Extended Reporting Period against **Insured Persons**, or potential **Claims** pursuant to section **VII. REPORTING OF POTENTIAL CLAIMS**, but only for **Wrongful Acts** occurring wholly prior to such change in exposure and which otherwise would be covered by this Policy, subject to the conditions applicable to the Extended Reporting Period described in section **X. EXTENDED REPORTING PERIOD**, A and B. The right to elect the Run-Off Extended Reporting Period, shall terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 30 days of the change in exposure. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in section **X. EXTENDED REPORTING PERIOD** shall terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Insured Person** scheduled in Item 8. of the Declarations will have the right to purchase the Extended Reporting Period under the terms of section **X. EXTENDED REPORTING PERIOD** of this Policy.

12. The following replaces section **X. EXTENDED REPORTING PERIOD**:

Upon termination or cancellation of this policy for any reason other than non-payment of premium, the **Insured Person** set forth in Item 8. of the Declarations shall have the right, upon payment of the additional premium as calculated pursuant to Item 6. of the Declarations, to the period of time set forth in Item 6. of the Declarations, following the effective date of such nonrenewal or termination ("the Extended Reporting Period") in which to give the Company written notice of **Claims** first made during the Extended Reporting Period against **Insured Persons**, or potential **Claims** pursuant to section **VII. REPORTING OF POTENTIAL CLAIMS**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the nonrenewal or cancellation and which otherwise would be covered by this Policy, subject to the following conditions:

- A. the Extended Reporting Period shall not provide a new, additional or renewed limit of liability. The Company's total liability for all **Claims** made during the Extended Reporting Period shall be limited to the remaining portion of the maximum aggregate limit of liability set forth in Item 3. of the Declarations as of the effective date of the nonrenewal or cancellation;
- B. the entire premium for the Extended Reporting Period, if purchased, shall be deemed to have been fully earned at the commencement of such Extended Reporting Period; and
- C. the right to elect the Extended Reporting Period under this section shall terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 30 days of the effective date of the nonrenewal or cancellation.

13. The following replaces section **XII. CONDITIONS**, A. **Insured Person's Duties**, 2. of the Policy:

- 2. all notices under section **VII. REPORTING OF POTENTIAL CLAIMS** and this section must be sent or delivered to the Company, at the address set forth in ITEM 7. of the Declarations;

14. The following replaces section **XII. CONDITIONS**, C. **Subrogation** of the Policy:

**Subrogation.** In the event of payment under this Policy, the Company shall be subrogated to all of the **Insured Person's** rights of recovery against any person or organization, including the **Insured Person's** rights to indemnification or advancement from the **Organization**, the **Outside Entity**, and any insurer of **Underlying Insurance**, to the extent of such payment, and the **Insured Persons** will execute all papers and do everything necessary to secure such rights. The **Insured Persons** shall do nothing that may prejudice such rights of subrogation without the Company's prior written consent.

The Company will not exercise its rights of recovery against any **Insured Person**, unless there is a final adjudication adverse to the **Insured Person** in any underlying action establishing that such **Insured Person** committed a deliberately fraudulent act or omission, a criminal act or omission, or a willful violation of any statute, rule or law.

15. The following replaces section **XII. CONDITIONS**, F. **Representations** of the Policy:

**Representations.** In granting coverage under this Policy, the Company has relied upon the statements and

representations in the **Application**. The **Insured Person(s)** represents that all such statements and representations are true and accurate, and are the basis for this Policy. This Policy is issued in reliance upon the truth thereof. No such statements or representations, or the knowledge thereof, shall be imputed from one **Insured Person** to any other **Insured Person**.

The **Insured Persons(s)** agree that in the event that any such statements or representations are untrue or inaccurate and materially affected either the acceptance of the risk or the hazard assumed by the Company, this Policy shall not afford any coverage with respect to any **Insured Person** who knew the facts that were not truthfully disclosed in the **Application**, whether or not such **Insured Person** knew of such untruthful disclosure in the **Application**.

16. The following is added to section **XII. CONDITIONS** of the Policy:

**Rescission.** The Company shall not rescind this Policy.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.

By \_\_\_\_\_

Authorized Representative



The following spaces preceded by an (\*) need not be completed if this endorsement or rider and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	DATE ENDORSEMENT OR RIDER EXECUTED	* EFFECTIVE DATE OF ENDORSEMENT OR RIDER 12:01 A.M. LOCAL TIME AS SPECIFIED IN THE POLICY
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\* ISSUED TO

**BROAD FORM PLUS+ IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE  
ENDORSEMENT  
(for use with DB001 Ed. 05-04)  
DB155 Ed. 11-08**

**It is agreed that:**

Only with respect to the **IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE**, the following amendments are made to the Policy:

1. The following is added to the NOTE on the Declarations:

**THE IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE IS NOT CLAIMS MADE COVERAGE.**

2. The following is added to Item 3. of the Declarations:

**IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE LIMIT OF LIABILITY:**

\$ \_\_\_\_\_ maximum limit of liability for each **Insured Person** for each **Identity Fraud** under the **IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE**.

3. The following is added to section **I. INSURING AGREEMENTS**:

**IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE.**

The Company will pay on behalf of any **Insured Person Identity Fraud Expenses** incurred by such **Insured Person** resulting from **Identity Fraud Discovered** during the **Policy Period**.

4. The following replaces section **II. DEFINITIONS, D. Insured Person, 3**:

[**"Insured Person"** means:]

3. the lawful spouse or **Domestic Partner** of an **Insured Person** in 1. above;
4. any person who is a child of an **Insured Person** in 1. above and who is under 18 years of age and resides in the same household of such **Insured Person**; and
5. any person who is a parent of any **Insured Person** described in 1. and 2. above and resides in the same household of the **Insured Person**.
5. The following are added to section **II. DEFINITIONS**:

**"Discovered, Discovery, or Discovers"** means the moment when the **Insured Person** first becomes aware of facts which would cause a reasonable person to assume that a loss of a type covered under the **IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE** has been or will be incurred, even though the exact details of loss may not then be known.

**"Identity Fraud"** means the act of knowingly transferring or using, without lawful authority, a means of identification of any **Insured Person** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

**"Identity Fraud Expenses"** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;
3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;
4. lost wages, up to a maximum payment of \$1,000 per week for a maximum period of five weeks, as a result of absence from employment:
  - a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
  - b. to complete fraud affidavits or similar documents; or
  - c. due to wrongful incarceration arising solely from someone having committed a crime in an **Insured Person's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;
5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
6. reasonable attorney fees incurred, with the Company's prior written consent, for:
  - a. defense of lawsuits brought against the **Insured Person** by financial institutions, merchants, other credit grantors or their collection agencies;
  - b. the removal of any criminal or civil judgments wrongly entered against an **Insured Person**; or
  - c. challenging the accuracy or completeness of any information in a consumer credit report; and
7. costs for daycare and eldercare incurred,

solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

6. The following replaces section **III. EXCLUSIONS**:

The Company will not pay **Identity Fraud Expenses** for **Identity Fraud** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. any fraudulent, dishonest, or criminal act by the **Insured Person** who is seeking reimbursement of **Identity Fraud Expenses** under the **IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE** or by any person acting in collusion with such **Insured Person**;
2. any **Identity Fraud Discovered** during such time that an individual was not an **Insured Person**; and
3. any war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; government intervention, expropriation or nationalization; or any related act or incident.

7. The following replaces section **V. LIMIT OF LIABILITY**:

The Company's maximum limit of liability under the **IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE** for all **Identity Fraud Expenses** resulting from **Identity Fraud Discovered** during the **Policy Period** is the Identity Fraud Expense Reimbursement Coverage Limit of Liability set forth in Item 3. of the Declarations. If an act causes covered **Identity Fraud Expenses** to more than one **Insured Person**, the Identity Fraud Expense Reimbursement Coverage Limit of Liability will apply to each such **Insured Person** separately.

8. The following replaces section **IX. CHANGES IN EXPOSURE**:

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of an **Organization** or all or substantially all of its assets by another entity, or the merger or consolidation of an **Organization** into or with another entity such that the **Organization** is not the surviving entity;
2. the appointment of a receiver, conservator, trustee, liquidator, or rehabilitator, or any similar official, for or with respect to an **Organization**;
3. any transaction or event as a result of which any person, entity or affiliated group of persons or entities acquires or obtains record or beneficial ownership or control of 50% or more of the outstanding securities representing the right to vote for election of the directors or members of the board of managers of an **Organization**;

(any event described in 1., 2., or 3. above a "Change in Control") coverage under the **IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE** will continue with respect to **Identify Fraud Discovered** before such Change in Control, and coverage shall cease with respect to **Identify Fraud Discovered** after such Change in Control.

9. The following replaces section **XI. TERRITORY**:

The **IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE** applies to **Identify Fraud** occurring anywhere in the world.

10. The following replaces section **XII. CONDITIONS, A. Insured Person's Duties** and **B. Action Against the Company**:

A. **Insured Person's Duties.** It is a condition precedent to all insurance afforded by the **IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE** that the **Insured Persons** must:

1. in the event of knowledge or **Discovery** of an **Identify Fraud**, give the Company written notice thereof as soon as practicable to the address set forth in ITEM 7. of the Declarations, but in no event later than 30 days after the expiration of the **Policy Period**;
2. keep books, receipts, bills, and other records in such manner that the Company can accurately determine the amount of any **Identify Fraud Expenses** incurred and produce such books, receipts, bills, and other records related to the **Identify Fraud** and **Identify Fraud Expenses** for examination upon the Company's request at such reasonable time and places as the Company will designate;
3. file a detailed proof of loss, duly sworn to, with the Company within four months after the **Discovery** of such **Identify Fraud**;
4. notify law enforcement authorities;
5. submit to examination under oath and give the Company a signed statement of the answers upon the Company's request; and
6. cooperate with the Company in all matters pertaining to the **Identify Fraud**.

B. **Action Against the Company.** No action will lie against the Company, unless, as a condition precedent thereto,

1. there has been full compliance with all of the terms of the Policy;
2. such action is brought more than 90 days after the **Insured Person** has filed proof of loss with the Company; and
3. such action is brought within two years from the date when the **Insured Person** first **Discovers** the **Identify Fraud**.

If any limitation in this section is deemed inconsistent with the applicable state law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

11. The following is added section **XII. CONDITIONS**:

**Related Acts.** For the purpose of the **IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE**, all acts incidental to an **Identify Fraud**, any series of related **Identify Frauds**, and all **Identify Frauds** arising from the

same method of operation or a common scheme or plan, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.

By

\_\_\_\_\_  
Authorized Representative

The following spaces preceded by an (\*) need not be completed if this endorsement or rider and the Policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NO.	DATE ENDORSEMENT OR RIDER EXECUTED	* EFFECTIVE DATE OF ENDORSEMENT OR RIDER 12:01 A.M. LOCAL TIME AS SPECIFIED IN THE POLICY
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\* ISSUED TO

**BROAD FORM PLUS+ ENDORSEMENT**  
**(for use with DB001 Ed. 05-04)**  
**DB160 Ed. 11-08**

**It is agreed that:**

1. The following replaces ITEMS 3. and 7. of the Declarations:

ITEM 3. **DIRECTOR AND OFFICER LIABILITY COVERAGE AND OUTSIDE DIRECTORSHIP LIABILITY COVERAGE LIMIT OF LIABILITY** (inclusive of **Defense Expenses**):

\$ maximum aggregate limit of liability for all **Claims** under the **DIRECTOR AND OFFICER LIABILITY COVERAGE** and the **OUTSIDE DIRECTORSHIP LIABILITY COVERAGE**.

**SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE LIMIT OF LIABILITY** (inclusive of **Defense Expenses**):

\$ 1,000,000 maximum aggregate limit of liability for all **Claims** under the **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE**.

ITEM 7. **ALL NOTICES MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILIE, OR MAIL AS SET FORTH BELOW:**

Email: [pro.e&o.claim.reporting@travelers.com](mailto:pro.e&o.claim.reporting@travelers.com)

FAX: (888) 460-6622

Mail: Travelers Bond & Financial Products  
Attn: Claim Department  
385 Washington St. – MC 9275-NB08F  
St. Paul, MN 55102

2. The following is added to the Declarations:

ITEM 11. **UNDERLYING INSURANCE SCHEDULE:**

	<u>Underlying Insurer</u>	<u>Policy Number</u>	<u>Limit of Liability</u>
(A) Primary Policy:	<enter underlying insurer>	<enter policy number>	<enter limit of liability>
(B) Other Underlying Insurance:	<enter underlying insurer>	<enter policy number>	<enter limit of liability>
	<enter underlying insurer>	<enter policy number>	<enter limit of liability>
	<enter underlying insurer>	<enter policy number>	<enter limit of liability>
	<enter underlying insurer>	<enter policy number>	<enter limit of liability>

	<enter underlying insurer>	<enter policy number>	<enter limit of liability>
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(C) Total Amount of Underlying Limit of Liability \$ plus any applicable retentions or deductibles.

It is further agreed that:

3. The following is added to section **I. INSURING AGREEMENTS** of the Policy:

**SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE.**

The Company will pay on behalf of any **Independent Director Loss** resulting from **Claims** first made during the **Policy Period** for **Wrongful Acts** by an **Independent Director** in his or her capacity as such, except to the extent that such **Loss** is paid by any other insurance or as indemnification from any source.

However, the Director and Officer Liability Coverage and Outside Directorship Liability Coverage Limit of Liability set forth in ITEM 3. of the Declarations must be completely exhausted by payment of **Loss** before the Company will have any obligation to pay for **Loss** under this **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE** section. Further, this **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE** is specifically excess of any valid and collectible other insurance or indemnification available to the **Independent Director**, including any valid and collectible insurance or indemnification excess of the **DIRECTOR AND OFFICER LIABILITY COVERAGE** and **OUTSIDE DIRECTORSHIP LIABILITY COVERAGE**.

If the amount of covered **Loss** which is otherwise due and owing by the Company under this Policy is subject to both the then-remaining Director and Officer Liability Coverage and Outside Directorship Liability Coverage Limit of Liability set forth in ITEM 3. of the Declarations and the Supplemental Independent Director Liability Coverage Limit of Liability set forth in ITEM 3 of the Declarations, and if such **Loss** is incurred by both **Independent Directors** and other **Insured Persons**, then such **Loss** will be allocated to and paid by the Company under such respective limits of liability in whatever portions will maximize the total amount of such **Loss** being paid under this Policy.

**APPLICATION OF UNDERLYING INSURANCE.**

In the event that indemnification would have been provided to any **Insured Person** under the **Underlying Insurance**, but the **Underlying Insurance** has been completely exhausted, or only partial indemnification has been provided to such **Insured Person** by the **Underlying Insurance**, then:

- A. the Company will pay covered **Loss** in excess of any retention and co-insurance amounts under such **Underlying Insurance** in an amount not to exceed the Limit of Liability of this Policy; and
- B. this Policy's terms, conditions, or limitations will be amended to follow form of any terms, conditions, and limitations of the **Primary Policy** in effect as of the Inception Date set forth ITEM 2.,(a) of the Declarations (or as otherwise agreed to by the Company in writing) that are more favorable to such **Insured Person**; provided, the following sections of this Policy will not be amended to follow form to any term, condition, or limitation of the **Primary Policy**: (a.) ITEMS 1., 2., 3., 4., 7., 8., 9., and 11. of the Declarations; (b.) section **I. INSURING AGREEMENTS**; (c.) section **II. DEFINITIONS**, D. "**Insured Person**"; (d.) section **III. EXCLUSIONS**, B., 2.; (e.) section **IV. OTHER INSURANCE AND INDEMNIFICATION**; (f.) section **V. LIMIT OF LIABILITY**; (g.) section **VI. DEFENSE AND SETTLEMENT**; (h.) section **VII. REPORTING OF POTENTIAL CLAIMS**; (i.) section **XII. CONDITIONS**, A. **Insured Person's Duties**; (j.) section **XII. CONDITIONS**, D. **Changes**; and (k.) any other term, condition, or limitation added to this Policy by an endorsement (other than in this endorsement).

**APPLICATION OF OTHER INSURANCE AND INDEMNIFICATION.**

The Company will pay on behalf of any **Insured Person Loss** covered pursuant to the **DIRECTOR AND OFFICER LIABILITY COVERAGE**, **OUTSIDE DIRECTORSHIP LIABILITY COVERAGE** or **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE** that is not paid by other insurance or as indemnification from any other source available to the **Insured Person** within 60 days after such **Insured Person** first made a written request for payment to the source of such other insurance or indemnification.

4. The following replaces section **II. DEFINITIONS**, A. "**Application**", B. "**Claim**", C. "**Defense Expenses**", D. "**Insured Person**", E. "**Loss**", F. "**Organization**", H. "**Outside Position**", and L. "**Wrongful Act**" of the Policy:

- A. "**Application**" means the application attached to, and incorporated into this Policy, including any materials submitted and public information created within 12 months prior to the Inception Date set forth in ITEM 2.,(a) of the Declarations by or on behalf of the **Organization**.
- B. "**Claim**" means:

1. a written demand against any **Insured Person** for monetary damages or non-monetary relief, including injunctive relief;
2. a civil proceeding against any **Insured Person** commenced by service of a complaint, arbitration petition, or similar pleading;
3. a criminal proceeding against any **Insured Person** commenced by:
  - a. a filing of charges;
  - b. the return of an indictment; or
  - c. a formal written notice identifying such **Insured Person** as the target of a grand jury investigation;
4. a formal civil administrative or civil regulatory proceeding or civil investigation against any **Insured Person**, commenced by the receipt of a:
  - a. notice of filed charges, formal investigative order, or similar document;
  - b. formal written notice identifying such **Insured Person** as a target of an investigatory authority; or
  - c. Wells Notice from the SEC that it may commence an enforcement action against such **Insured Person**;
5. service of a subpoena on any **Insured Person** identified by name if served upon such person pursuant to an SEC formal investigative order;
6. a formal request for **Extradition**, including the execution of an arrest warrant where such execution is an element of **Extradition**; or
7. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding against any **Insured Person**,

for a **Wrongful Act**.

A **Claim** shall be deemed to have been made on the date of service upon or receipt of notice by any **Insured Person**, whichever occurs earlier.

All **Related Claims** are a single **Claim** for purposes of this Policy, and all **Related Claims** shall be deemed to have been made at the time the first of such **Related Claims** was made, whether prior to or during the **Policy Period**.

- C. “**Defense Expenses**” means reasonable costs, charges, fees (including attorneys’, experts’, mediators’, or arbitrators’ fees), and expenses, including **Extradition Expenses**, incurred in defending a **Claim**, and the premium for appeal, attachment, or similar bonds. **Defense Expenses** does not include any regular or overtime wages, salaries, or fees of any directors, officers, or employees of the **Organization** or an **Outside Entity**.
- D. “**Insured Person**” means:
  1. if ITEM 1.,A. of the Declarations is checked:
    - a. any past, present, or future director, officer, or member of the board of managers of the **Organization**;
    - b. the functional equivalent of a director, or officer of the **Organization** serving in such capacity outside of the United States;
    - c. any past, present, or future general counsel or risk manager of the **Organization** serving in such capacity; and



- d. the functional equivalent of a general counsel or risk manager of the **Organization** serving in such capacity outside of the United States;
2. if ITEM 1.,B. of the Declarations is checked, the individual(s) scheduled in ITEM 1.,B., but only for his or her service as a director of the applicable **Organization** also scheduled in ITEM 1.,B.; and
3. the lawful spouse or **Domestic Partner** of any **Insured Person** in 1. or 2. above, but solely for a **Wrongful Act** by such **Insured Person**.

In the event of the death, incapacity, or bankruptcy of any **Insured Person**, a **Claim** against the estate, heirs, legal representatives, or assigns of such individual for a **Wrongful Act** by such individual shall be considered a **Claim** against the **Insured Person**.

E. **"Loss"** means any amount, including **Defense Expenses**, that any **Insured Person** is obligated to pay as a result of a **Claim**, including:

1. pre-judgment and post-judgment interest; or
2. punitive, exemplary, or multiplied damages if insurable under the applicable law most favorable to the insurability of such damages.

**Loss** shall not include:

1. matters that are uninsurable under applicable law;
2. taxes, fines, or penalties; regardless of the nature of the conduct or action that is the basis for the imposition of any such taxes, fines, or penalties; provided, **Loss** includes:
  - a. civil penalties assessed against any **Insured Person** pursuant to section (2)(g)(2)(B) of the Foreign Corrupt Practices Act of 1977, as amended;
  - b. civil penalties assessed against any **Insured Person** pursuant to section 308 of the Sarbanes-Oxley Act of 2002, as amended; or
  - c. amounts payable, including taxes, by any **Insured Person** pursuant to Canadian federal, provincial, or territorial law imposing liability upon them in their capacity as such where the **Organization** has failed to deduct, withhold, or remit such amounts as required by law and is financially unable to do so; or
3. any amount that constitutes disgorgement or other loss that is uninsurable under the law pursuant to which this Policy is construed; provided, the Company will not assert that any amount of a judgment or settlement in a **Claim** for a violation of section 11 or section 12 of the Securities Act of 1933, as amended, including **Defense Costs** attributable to such **Claim**, constitutes disgorgement or other uninsurable loss.

F. **"Organization"** means:

1. the entity set forth in ITEM 1.,A. of the Declarations and any **Subsidiary**; or
2. the entity(ies) set forth in ITEM 1.,B. of the Declarations,

including any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

H. **"Outside Position"** means service by any **Insured Person** in any capacity with:

1. a non-profit **Outside Entity** but only during such time that such service is with the knowledge and consent of the **Organization**; or
2. a for-profit **Outside Entity** but only if the **Organization** agrees in writing when such service begins to indemnify such **Insured Person** to the fullest extent permitted by law for **Wrongful Acts** committed in such capacity.

L. **"Wrongful Act"** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement, neglect, breach of duty, or **Wrongful Employment Practice** by any **Insured Person** in his or her capacity as such;
2. if ITEM 1.,A. of the Declarations is checked, any actual or alleged act, error, omission, misstatement, misleading statement, neglect, breach of duty, or **Wrongful Employment Practice** by any **Insured Person** in his or her **Outside Position**; or
3. any matter asserted against any **Insured Person** solely by reason of his or her status as such.

5. The following are added to section II. **DEFINITIONS** of the Policy:

**"Domestic Partner"** means any natural person who qualifies as a domestic partner, or party to a civil union, under the provisions of any applicable federal, state, local, or foreign law or statute, or under the provisions of any formal program established by the **Organization**.

**"Extradition"** means a formal process by which any **Insured Person** located in any country is surrendered to any other country to answer any criminal accusation based upon or arising out of an actual or alleged **Wrongful Act**.

**"Extradition Expenses"** means the reasonable costs, charges, fees (including attorneys' and experts' fees), and expenses incurred by any **Insured Person** in lawfully opposing, challenging, resisting, or defending against any request for, or any effort to obtain, the **Extradition** of such **Insured Person**.

**"Independent Director"** means any **Insured Person** who is a "Non-Employee Director" of the **Organization** as such term is defined in rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended; provided, the term "issuer" as referenced in such rule is deemed to refer to the **Organization**.

**"Primary Policy"** means the insurance policy set forth in ITEM 11.,(A) of the Declarations.

**"Underlying Insurance"** means the insurance policies set forth in ITEM 11 of the Declarations.

6. The following replaces section III. **EXCLUSIONS**, A. of the Policy:

A. Except for **Defense Expenses**, the Company shall not pay **Loss** in connection with any **Claim**:

1. by or on behalf of:
  - a. the **Organization**; or
  - b. an **Outside Entity** against any **Insured Person** for a **Wrongful Act** in an **Outside Position**;

provided, this exclusion shall not apply to:

- i. any **Claim** in the form of a derivative action by a security holder of the **Organization**, or an **Outside Entity**;
  - ii. any **Claim** in a bankruptcy proceeding brought or maintained by an examiner, trustee, receiver, liquidator, or rehabilitator, or any similar official, of the **Organization**; or
  - iii. any **Claim**, as defined under section II. **DEFINITIONS**, B. **Claim** 2. through 4., that is brought and maintained outside of the United States (including any United States territory or possession), Canada, the United Kingdom, Australia, and any other jurisdiction governed by a common law legal system;
2. brought about or contributed to by any dishonest act, deliberately fraudulent act or omission, any criminal act or omission, or any willful violation of any statute, rule or law by any **Insured Person**, or by any **Insured Person** gaining any personal profit, remuneration, or advantage to which he or she was not legally entitled; provided, this exclusion shall not apply:

- a. unless a final adjudication in any underlying action establishes that such **Insured Person** committed such dishonest act, deliberately fraudulent act or omission, criminal act or omission or willful violation of any statute, rule or law, or gained such personal profit, remuneration, or advantage to which he or she was not legally entitled;
- b. to any **Claim** for a **Wrongful Employment Practice** alleging a willful violation of any statute, rule or law;
- c. to any **Claim** for a violation of Section 11 or Section 12 of the Securities Act of 1933, as amended; or
- d. to any **Claim** against an **Independent Director**.

7. The following replaces section **III. EXCLUSIONS**, B. 1. of the Policy:

B. The Company shall not pay **Loss**, including **Defense Expenses**, in connection with any **Claim**:

- 1. for bodily injury, sickness, disease or death of any person, or for damage to, destruction of or loss of use of any tangible property; provided, this exclusion shall not apply:
  - a. to any **Claim** brought and maintained by one or more security holders of the **Organization** or an **Outside Entity**, in their capacity as such, including any **Claim** that is a derivative action by a security holder of the **Organization** or an **Outside Entity**;
  - b. to that portion of a **Claim** for a **Wrongful Employment Practice** seeking emotional distress, mental anguish, libel, slander, defamation of character or violation of a natural person's right of privacy;
  - c. to any **Claim** for the actual or alleged discharge, dispersal, release, or escape of any solid, liquid, gaseous, thermal irritant, contaminant, or other pollutant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste; or
  - d. to any **Claim** against an **Independent Director**;

8. The following replaces section **IV. OTHER INSURANCE AND INDEMNIFICATION** of the Policy:

The **Insured Person(s)** and the Company agree that all coverage under this Policy is excess over, and will not contribute with:

- A. all other valid and collectible insurance, including the **Underlying Insurance**, whether such insurance is stated to be primary, contributing, excess, contingent, or otherwise; provided, this Policy shall not be subject to the terms, conditions, and limitations of any other insurance except as stated in section **I. INSURING AGREEMENTS, APPLICATION OF UNDERLYING INSURANCE**; and
- B. all indemnification to which any **Insured Person** may be entitled from any source, including the **Organization** or any **Outside Entity**;

and the premium for this Policy has been calculated accordingly.

9. The following is added to section **V. LIMIT OF LIABILITY** of the Policy:

The Company's maximum limit of liability under the **SUPPLEMENTAL INDEPENDENT DIRECTOR LIABILITY COVERAGE** section for all **Loss** for all **Claims** first made during the **Policy Period** is the Supplemental Independent Director Liability Coverage Limit of Liability set forth in ITEM 3. of the Declarations. Such Supplemental Independent Director Liability Coverage Limit of Liability is in addition to, and excess of, the Director and Officer Liability Coverage and Outside Directorship Liability Coverage Limit of Liability under this Policy.

10. The following replaces section **VII. REPORTING OF POTENTIAL CLAIMS** of the Policy:

- A. If, during the **Policy Period**, or any applicable Extended Reporting Period or Run-Off Extended Reporting Period, any **Insured Person**:

1. becomes aware of any circumstance that could give rise to a **Claim** for a **Wrongful Act** occurring before or during the **Policy Period**; and
2. gives written notice of such circumstance, and the other information referenced in this section **VII. REPORTING OF POTENTIAL CLAIMS, B.**, to the Company during the **Policy Period** or any Extended Reporting Period or Run-Off Extended Reporting Period,

then any **Claim** subsequently made arising from such circumstance will be considered made during the **Policy Period** or any applicable Extended Reporting Period or Run-Off Extended Reporting Period.

B. As a condition precedent to exercising rights under this section, the **Insured Person** must:

1. include within any notice of circumstance a description of the potential **Claim** or circumstance, the nature of the **Wrongful Act**, the nature of the alleged or potential damage, the names of the actual or potential claimants and **Insured Persons** involved, and a description of how the **Insured Person** first became aware of such potential **Claim** or circumstance; and
2. give to the Company such other information and cooperation as the Company may reasonably request.

11. The following replaces section **IX. CHANGES IN EXPOSURE, A. and B.** of the Policy:

A. If, during the **Policy Period**, any of the following occurs:

1. the acquisition of the entity set forth in ITEM 1.,A. of the Declarations or of all or substantially all of its assets by another entity, or the merger or consolidation of the entity set forth in ITEM 1.,A. of the Declarations into or with another entity such that the entity set forth in ITEM 1.,A. of the Declarations is not the surviving entity; or
2. any transaction or event as a result of which any person, entity, or affiliated group of persons or entities acquires or obtains record or beneficial ownership or control of 50% or more of the outstanding securities representing the right to vote for the election of the directors or members of the board of managers of the entity set forth in ITEM 1.,A. of the Declarations;

coverage under this Policy shall continue with respect to **Claims** for **Wrongful Acts** committed before such change in exposure, and coverage shall cease with respect to **Claims** for **Wrongful Acts** committed after such change in exposure. After any such change in exposure, the Policy may not be cancelled, and the entire premium for the Policy shall be deemed fully earned.

However, this section **IX. CHANGES IN EXPOSURE** will not apply **solely to** the entity set forth in ITEM 1.,A. of the Declarations becoming a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

B. Upon the occurrence of any change in exposure, the **Insured Person** scheduled in Item 8. of the Declarations shall have the right, upon payment of the additional premium as calculated pursuant to Item 5. of the Declarations, to the period of time set forth in Item 5. of the Declarations, following the effective date of such change in exposure ("the Run-Off Extended Reporting Period") in which to give the Company written notice of **Claims** first made during the Run-Off Extended Reporting Period against **Insured Persons**, or potential **Claims** pursuant to section **VII. REPORTING OF POTENTIAL CLAIMS**, but only for **Wrongful Acts** occurring wholly prior to such change in exposure and which otherwise would be covered by this Policy, subject to the conditions applicable to the Extended Reporting Period described in section **X. EXTENDED REPORTING PERIOD, A and B.** The right to elect the Run-Off Extended Reporting Period, shall terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 30 days of the change in exposure. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in section **X. EXTENDED REPORTING PERIOD** shall terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Insured Person** scheduled in Item 8. of the Declarations will have the right to purchase the Extended Reporting Period under the terms of section **X. EXTENDED REPORTING PERIOD** of this Policy.

12. The following replaces section **X. EXTENDED REPORTING PERIOD**:

Upon termination or cancellation of this policy for any reason other than non-payment of premium, the **Insured Person** set forth in Item 8. of the Declarations shall have the right, upon payment of the additional premium as calculated pursuant to Item 6. of the Declarations, to the period of time set forth in Item 6. of the Declarations, following the effective date of such nonrenewal or termination ("the Extended Reporting Period") in which to give the Company written notice of **Claims** first made during the Extended Reporting Period against **Insured Persons**, or potential **Claims** pursuant to section **VII. REPORTING OF POTENTIAL CLAIMS**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the nonrenewal or cancellation and which otherwise would be covered by this Policy, subject to the following conditions:

- A. the Extended Reporting Period shall not provide a new, additional or renewed limit of liability. The Company's total liability for all **Claims** made during the Extended Reporting Period shall be limited to the remaining portion of the maximum aggregate limit of liability set forth in Item 3. of the Declarations as of the effective date of the nonrenewal or cancellation;
- B. the entire premium for the Extended Reporting Period, if purchased, shall be deemed to have been fully earned at the commencement of such Extended Reporting Period; and
- C. the right to elect the Extended Reporting Period under this section shall terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 30 days of the effective date of the nonrenewal or cancellation.

13. The following replaces section **XII. CONDITIONS, A. Insured Person's Duties**, 2. of the Policy:

- 2. all notices under section **VII. REPORTING OF POTENTIAL CLAIMS** and this section must be sent or delivered to the Company, at the address set forth in ITEM 7. of the Declarations;

14. The following replaces section **XII. CONDITIONS, C. Subrogation** of the Policy:

**Subrogation.** In the event of payment under this Policy, the Company shall be subrogated to all of the **Insured Person's** rights of recovery against any person or organization, including the **Insured Person's** rights to indemnification or advancement from the **Organization**, the **Outside Entity**, and any insurer of **Underlying Insurance**, to the extent of such payment, and the **Insured Persons** will execute all papers and do everything necessary to secure such rights. The **Insured Persons** shall do nothing that may prejudice such rights of subrogation without the Company's prior written consent.

The Company will not exercise its rights of recovery against any **Insured Person**, unless there is a final adjudication adverse to the **Insured Person** in any underlying action establishing that such **Insured Person** committed a deliberately fraudulent act or omission, a criminal act or omission, or a willful violation of any statute, rule or law.

15. The following replaces section **XII. CONDITIONS. F. Representations** of the Policy:

**Representations.** In granting coverage under this Policy, the Company has relied upon the statements and representations in the **Application**. The **Insured Person(s)** represents that all such statements and representations are true and accurate, and are the basis for this Policy. This Policy is issued in reliance upon the truth thereof. No such statements or representations, or the knowledge thereof, shall be imputed from one **Insured Person** to any other **Insured Person**.

The **Insured Persons(s)** agree that in the event that any such statements or representations are untrue or inaccurate and materially affected either the acceptance of the risk or the hazard assumed by the Company, this Policy shall not afford any coverage with respect to any **Insured Person** who knew the facts that were not truthfully disclosed in the **Application**, whether or not such **Insured Person** knew of such untruthful disclosure in the **Application**.

16. The following is added to section **XII. CONDITIONS** of the Policy:

**Rescission.** The Company shall not rescind this Policy.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.

By \_\_\_\_\_

Authorized Representative

<i>SERFF Tracking Number:</i>	<i>TRVE-125931414</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>St. Paul Fire and Marine Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-11-0084</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors &amp; Officers Liability</i>
<i>Product Name:</i>	<i>Broad Form Plus+ D&amp;O Enhancement Form Filing 2008-11-0084</i>		
<i>Project Name/Number:</i>	<i>Broad Form Plus+ D&amp;O Enhancement Form Filing 2008-11-0084/2008-11-0084</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125931414 State: Arkansas  
Filing Company: St. Paul Fire and Marine Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 2008-11-0084  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0006 Directors & Officers Liability  
Product Name: Broad Form Plus+ D&O Enhancement Form Filing 2008-11-0084  
Project Name/Number: Broad Form Plus+ D&O Enhancement Form Filing 2008-11-0084/2008-11-0084

## Supporting Document Schedules

		Review Status:	
<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	Approved	12/09/2008

### Comments:

### Attachments:

1-4-09 NAIC Form.pdf  
2007 NAIC Form List.pdf

		Review Status:	
<b>Satisfied -Name:</b>	Explanatory Memorandum	Approved	12/09/2008

### Comments:

### Attachment:

Arkansas.pdf



**Property & Casualty Transmittal Document**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
Travelers	3548

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
St. Paul Fire and Marine Insurance Company	MN	24767	41-0406690	

<b>5. Company Tracking Number</b>	<b>2008-11-0084</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Sonia Worrell Asare One Tower Square 2S2B Hartford, CT 06183	Sr. Regulatory Analyst	860-277-0754	860-277-3937	sworrell@travelers.com

<b>7.</b>	Signature of authorized filer	
<b>8.</b>	Please print name of authorized filer	Sonia Worrell Asare

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.0000
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0006
<b>11. State Specific Product code(s) (if applicable)[See State Specific Requirements]</b>	N/A
<b>12. Company Program Title</b> (Marketing title)	Broad Form Plus+
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 1/4/09                      Renewal: 1/4/09
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	N/A

20. This filing transmittal is part of Company Tracking #	2008-11-0084
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This filing includes three endorsements for use with our SelectOne Broad Form Plus program. The forms broaden coverage and will be offered to all Public Company Liability insured's and issued at the insured's option.

There is not a rating impact as a result of this filing.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div data-bbox="159 1526 284 1589"> <p>Check #:</p> <p>Amount:</p> </div> <div data-bbox="159 1843 1474 1913"> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p> </div>	

Effective March 1, 2007

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>2008-11-0084</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>N/A</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Broad Form Plus+ Endt.	DB150 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Broad Form Plus+ Identity Fraud Expense Reimbursement Endt.	DB155 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Broad Form Plus+ Endt.	DB160 Ed. 11-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



One Tower Square, S202B  
Hartford, CT 06183

Michelle Smith Cotto  
Travelers Bond and Financial  
Products  
Phone: (860) 277-2345  
FAX: (866) 235-4951  
Email:  
msmithco@travelers.com

December 5, 2008

Honorable Mike Pickens  
Commissioner of Insurance  
Arkansas Insurance Dept  
1200 West Third Street  
Little Rock, AR 72201-1904

2008-11-0084  
Other Liability  
Broad Form Plus Directors and Officers  
Form Filing

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY 3548-24767; FEIN: 41-0406690**

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our current Broad Form Plus+ Directors and Officers program, which was approved by your department on July 30, 2004, under our company filing number 2004-06-0001.

This filing includes three endorsements for general use with our Broad Form Plus program policy, DB001 Ed. 05-04. The forms broaden coverage and will be offered to all Public Company Liability insured's and issued at the insured's option. We have expanded our definitions as well as the terms and coverage's of the policy.

There is no rating impact as a result of this filing.

**Enclosures and Implementation:**

The following are enclosed to facilitate your review:

- Form listing and final prints of each form;
- Any applicable state filing forms and fees.

We propose to implement this filing with respect to all new and renewal business effective on or after January 4, 2009 or any earlier date allowed by state law. Should you have any questions, please feel free to call me at (860) 277-2345.

Sincerely,

*Michelle Smith Cotto*